

Terms & Conditions
The Little Lane Nursery Limited &
The Little Lane Nursery (Easton on the Hill) Limited



1 DEFINITIONS

The following expressions shall have the following meanings:

- 1.1 "Nursery" means The Little Lane Nursery Limited of 1 Silver Lane, Stamford, Lincolnshire, PE9 2BT
 or The Little Lane Nursery (Easton on the Hill) Limited of New Road, Easton on the Hill, East Northamptonshire, PE9 3NN
- 1.2 "Customer" means any party who enters into a contract for Services with the Nursery;
- 1.3 "Child" means the child who shall attend the Nursery and for whom the daycare Services are to be provided;
- 1.4 "Application Form" means a booking document, registration form, letter of engagement, quotation or other written instruction describing the Services and requesting a contract for those Services;
- 1.5 "Services" means the Nursery daycare services as described in the Application Form and these Terms and Conditions;
- 1.6 "Fees" mean the payment for Services as outlined in these Terms and Conditions and the Application Form;
- 1.7 "Terms and Conditions" means the terms and conditions of supply of Services as set out in this document and any subsequent terms and conditions agreed in writing by the Nursery;
- 1.8 "Agreement" means the contract between the Nursery and the Customer for the provision of the Services incorporating these Terms and Conditions.
- 1.9 "One full calendar month's notice" means notice given in writing which runs from the first day of a calendar month to the last day of that same calendar month, irrespective of the date on which notice is served.

For the avoidance of doubt, if notice is received part way through a calendar month, the notice period will commence on the first day of the following calendar month. Example: If written notice is received on 10th March, the notice period will run from 1st April to 30th April, with the final day of attendance being 30th April.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Nursery to the Customer and shall supersede any other documentation or communication between parties.
- 2.2 Any variation to these Terms and Conditions must be agreed in writing by the Nursery.
- 2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Nursery may be entitled in relation to the Services, by virtue of any statute, law or regulation.

3 APPLICATION FORM

- 3.1 The Application Form is attached to these Terms and Conditions.
- 3.2 The Application Form must be accepted by the Customer in its entirety.
- 3.3 The Agreement between the Nursery and the Customer, incorporating these Terms and Conditions, shall only come into force upon payment of the registration fee and deposit.

4 SERVICES AND DELIVERY

- 4.1 The Services are as described in the Application Form and in these Terms and Conditions.
- 4.2 Any variation to the Services must be agreed by the Nursery in writing.

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4.3 The Services shall commence on the date the Customer receives notification that the Child has been awarded a place at the Nursery and continue until terminated by either party according to the terms of this Agreement.

4.4 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Nursery shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services.

5 NURSERY YEAR

The Nursery operates for 51 weeks each year and is closed for one week between Christmas and New Year. Fees are calculated over 52 weeks of the year and divided into 12 equal monthly payments, ensuring that closures such as Bank Holidays and the Christmas period are already accounted for within the annual fee structure.

The Nursery's opening and closure dates are detailed in Clause 6 (Opening Times).

6 OPENING TIMES

6.1 The Nursery shall be open from Monday to Friday, operating for 51 weeks of the year.

6.2 The standard hours of operation are 8:00 am to 6:00 pm. The Nursery will close at 3:00 pm on Christmas Eve and New Year's Eve, and will be closed between Christmas and New Year. Early drop-off (from 7:30 am) and late collection (until 6:30 pm) are available if pre-booked and subject to an additional charge.

6.3 The Nursery may vary these opening times and will provide Customers with written notice of any such changes.

6.4 The Nursery shall be closed on all Bank Holidays, between Christmas and New Year, and at any other times communicated in writing to the Customer.

6.5 Late collection of the Child will incur a charge of £15 per 15 minutes, or as otherwise stated in the Application Form.

7 FEES

7.1 A non-refundable registration fee of £100 will be payable by the Customer on submission of the Application Form.

7.2 On acceptance of a place at the Nursery a deposit equal to £150 shall be payable by the Customer and shall be refunded when the Child leaves the Nursery if there are no outstanding Fees due and appropriate notice of termination has been given by the Customer in terms of this Agreement.

7.3 If the Customer cancels the Nursery place at any time after accepting the offer of a place (including prior to the agreed start date), the refundable £150 deposit will be forfeited.

In addition, the Customer remains liable to provide one full calendar month's written notice (as defined in Clause 1.9) of cancellation or, where notice is not given, payment of one full calendar month's Fees in lieu of notice.

This notice requirement applies whether or not the Child has commenced attendance at the Nursery. The notice period will begin from the date the written notice is received by the Nursery in accordance with clause 17.10.

7.4 If the Customer postpones a start date, the Nursery reserve the right to charge from the original start date on the Application form, unless one full calendar month's notice in writing is given.

7.5 Should the Nursery be unable to fulfil an offer of a place at commencement of the Services; the registration fee and deposit shall be refunded to the Customer.

7.6 The Fees are as specified in the separate Nursery Fees sheet and are not subject to VAT.

7.7 The Fees are payable monthly in advance, based on the expected attendance of the Child at the Nursery. Fees are calculated annually and divided into 12 equal monthly payments (irrespective of 4 or 5 week months, Bank Holidays and Nursery closures).

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- 7.8 The Fees must be paid under the direct debit scheme, standing order or BACS transfer. In addition, we accept childcare vouchers and payments via the government Tax Free Childcare Scheme. The Nursery is unable to accept cheques or cash payments.
- 7.9 Any additional items required for the care of the Child, extra Nursery activities or penalty charges shall be charged according to the month they become due.
- 7.10 The Customer agrees to an extra charge for food and sundries in respect of government funded sessions.
- 7.11 The Customer must settle all payments for Services by the 7th of each month. Failure to make payment by this date may result in the withdrawal of the Child's place and will incur a late payment charge of £35, in addition to any interest and recovery costs outlined in Clauses 7.12 and 7.13.
- 7.12 The Customer will pay interest on all late payments at a rate of 5% per annum above the base lending rate of Bank of England.
- 7.13 The Nursery is also entitled to recover all reasonable expenses incurred in obtaining payment from the Customer where any payment due to the Nursery is late.
- 7.14 The Customer is not entitled to withhold any monies due to the Nursery.
- 7.15 The Nursery is entitled to vary the price to take account of:
- 7.15.1 any additional Services requested by the Customer which were not included in the original Application Form;
- 7.15.2 any reasonable increase in rates, if applicable;
- and any variation must be intimated to the Customer in writing by the Nursery.
- 7.16 Fees remain due if the Child is absent from Nursery for any reason.
- 7.17 Fees are payable for Bank Holidays, for the period between Christmas and New Year, and for any unforeseen Nursery closures (Clause 21, Force Majeure) outside its reasonable control.
- 7.18 If a Force Majeure event (Clause 21) is covered under the Nursery's business interruption insurance policy, the Customer will receive reimbursement for any Fees paid during the period of unforeseen Nursery closure, once the insurance claim has been settled.
- 7.19 A late payment charge of £35 is payable for Fees not paid on time.

8 AGE OF CHILD

The Nursery caters for children from the age of 6 weeks to 5 years.

9 CHANGE OF SESSIONS

- 9.1 The Nursery is entitled to change the sessions offered to the Child on giving one full calendar month's notice to the Customer. Should the Customer find the changes unacceptable they shall be entitled to remove the Child from the Nursery with immediate effect.
- 9.2 If the Customer wishes to change the sessions for which the Child is registered — including before the Child has commenced attendance — they must notify the Nursery in writing via email, in accordance with Clause 17.10, giving at least one full calendar month's notice (as defined in Clause 1.9) before such changes are required.
- Any changes are subject to the agreement of the Nursery.
- 9.3 Additional sessions required on an individual basis may be given subject to the prior agreement of the Nursery. Additional sessions are non-cancellable once booked and will be charged.
- 9.4 There are no make-up sessions offered for sessions missed under any circumstances. Sessions cannot be swapped for an alternative day or time if the Child is unable to attend.

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9.5 A minimum of 2 sessions per week are required for each Child.

10 CUSTOMER OBLIGATIONS

10.1 The Customer agrees to cooperate with the Nursery.

10.2 The Customer shall refrain from directly or indirectly recruiting any person employed or engaged by the Nursery for the purpose of providing the Services for a period of six months following the Child's attendance at the Nursery.

10.3 The Customer shall not allow the Child to bring in any of their own toys (other than comforters) to the Nursery without the permission of the Nursery.

10.4 Due to the high number of children with allergies the Customer shall not send food or empty food packaging into the Nursery or use creams, sun creams or oils on their own Child that contain nut oil.

10.5 The Customer shall not leave medicine, prescribed or otherwise, in the Child's belongings. All medication must be labelled and given directly to a room supervisor or Nursery management for them to store securely and to complete a medicine form.

10.6 The Customer shall not use a mobile phone, camera, smart watch or other recording device within the Nursery setting.

10.7 The Customer shall not contact staff through social media (Facebook, X, Instagram or any other social media platform).

11 NURSERY OBLIGATIONS

11.1 The Nursery shall supply the Services as specified in the Application Form and in these Terms and Conditions.

11.2 The Nursery shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice and government guidelines.

11.3 The Nursery shall inform the Customer as soon as possible of any changes to hours or sessions and shall try to accommodate any requests made by the Customer.

11.4 The Nursery shall provide the Customer with regular verbal and email updates on the Child's progress.

11.5 The Nursery shall try to offer siblings a place at the Nursery wherever possible but this cannot be guaranteed.

11.6 The Nursery must report to the proper authorities any instances where they have reason to believe that the Child has been the subject of neglect or abuse. This may be done without informing or obtaining the consent of the Customer.

11.7 The Nursery shall hold valid and adequate insurance policies for running a business of this nature.

11.8 The Nursery shall maintain staffing levels according to national recommended standards at all times.

11.9 The Nursery does not provide a babysitting service outside of normal operating hours. The Nursery is not responsible for any private babysitting arrangements that are made between the Customer and a member of Nursery staff.

12 SICKNESS AND MEDICAL INFORMATION

12.1 A Child suffering from any contagious disease is not permitted to attend the Nursery. This includes, but is not limited to, sickness, diarrhoea and impetigo. In order to prevent the spread of illness, any child suffering with vomiting and/or diarrhoea must be kept at home and not return to nursery until clear of symptoms for a minimum of 48 hours. Children who have been prescribed antibiotics must be kept at home and not return to nursery for a minimum of 24 hours from the beginning of the course of treatment.

12.2 The Nursery reserves the right to refuse admission to any Child they suspect of having a contagious condition.

12.3 The Nursery accepts no liability for the contraction of any illness transmitted at the Nursery.

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- 12.4 The Customer must complete and return the Nursery's Application Form detailing any medical, allergies or dietary requirements prior to the first attendance and must inform the Nursery immediately of any change to this information.
- 12.5 The Customer must consent prior to the first attendance to permit the Nursery staff to administer first aid as well as any medicines supplied by the Customer for the Child.
- 12.6 The Nursery shall not be held responsible for any negative effects caused by the administration of any medication supplied by the Customer for the Child.

13 CHILD DETAILS

- 13.1 The information supplied in the Application Form must be accurate and the Nursery is entitled to rely on this information.
- 13.2 The Customer must notify the Nursery immediately of any changes to this information.
- 13.3 The Nursery shall comply with all data protection legislation.
- 13.4 The Customer must advise the Nursery if the Child is the subject of any court order and supply a copy of such an order if requested.

14 ABSENCE AND COLLECTION

- 14.1 The Customer must advise the Nursery as soon as possible if the Child is to be absent from the Nursery.
- 14.2 The Customer must advise the Nursery as to the identity of the person who shall collect the Child at the end of a session. If that person is not known to the Nursery proof of identity will be requested. If the Nursery is not satisfied as to the credibility of such a person the Child shall not be released.
- 14.3 If the Customer is unable to collect the Child at the appointed time a late collection charge may be payable as specified in Condition 6.5 of these Terms and Conditions.

15 PERSONAL PROPERTY

- 15.1 The Nursery shall not be liable for any loss or damage to any personal property brought onto the Nursery premises, including pushchairs/prams/car seats left in buggy park or any damage or injury resulting from any such items.
- 15.2 All clothing must be clearly marked with the name of the Child.

16 COMPLAINTS POLICY

- 16.1 In the event that the Customer is unhappy with the Services these issues should be raised with the Nursery Manager in the first instance.
- 16.2 If the Customer wishes to make an official complaint this should be carried out in accordance with the Nursery's standard complaints procedure available from Nursery staff.

17 TERMINATION

- 17.1 The Agreement shall continue until the Services have been provided in terms of the Application Form or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 17.2 The Customer may terminate this Agreement by giving one full calendar month's written notice (as defined in Clause 1.9) of the intention to withdraw the Child from the Nursery.

This notice period applies from the point at which a place has been accepted, regardless of whether the Child has started attending the Nursery.

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- 17.3 The Nursery may terminate this Agreement by giving one full calendar month's written notice (as defined in Clause 1.9) of the intention to cease to provide the Services.
- 17.4 The Nursery may terminate this Agreement with immediate effect if the Customer or Child demonstrates any physical or verbal abuse towards staff or other children.
- 17.5 The Nursery may terminate a child's place by giving one full calendar month's prior written notice (as defined in Clause 1.9) in accordance with Clause 17.10.
- 17.6 The Nursery may terminate this Agreement if the Customer fails to make payment of any sum due within four weeks of the due date for payment.
- 17.7 Either party may, with immediate effect, terminate the Agreement by notice in writing (in accordance with Clause 17.10) to the other if:
- 17.7.1 the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
 - 17.7.2 the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
 - 17.7.3 the Nursery passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 17.7.4 the Nursery ceases to carry on its business or substantially the whole of its business; or
 - 17.7.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 17.8 In the event of termination the Customer must make over to the Nursery any payment for Services incurred up to the date of termination.
- 17.9 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.
- 17.10 All notices under this Agreement, including notice of termination or cancellation, must be provided in writing by email as follows:
- For children attending The Little Lane Nursery, Stamford, notice must be emailed to info@littlanelanenursery.com
 - For children attending The Little Lane Nursery (Easton on the Hill), notice must be emailed to easton@littlanelanenursery.com
- Notice will be deemed to have been received on the day the email is sent, provided that the sender retains a copy of the sent email as proof of transmission.
- Verbal notice, or notice provided via the Family app, text message, or social media, will not be accepted as valid notice under this Agreement.
- If the email is sent outside normal business hours (after 6pm or on a weekend), it shall be deemed received on the next working day.

18 WARRANTY

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

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19 LIMITATION OF LIABILITY

- 19.1 The Nursery shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 19.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Nursery for death or personal injury, however the Nursery shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the sum insured under the insurance policy held by the Nursery in the insurance year in which the Customer's claim is first notified.

20 INDEMNITY

The Customer shall indemnify the Nursery against all claims, costs and expenses which the Nursery may incur and which arise directly or indirectly from the Customer's breach of any of its obligations under these Terms and Conditions.

21 FORCE MAJEURE

The Nursery shall not be liable or responsible for any failure to perform, hindrance or delay in performance of, any of its obligations under these Terms and Conditions that is caused by events outside the Nursery's reasonable control. This could include but not limited to acts of God, strikes, lock outs, accidents, war, fire, pandemic, epidemic, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply. In such circumstances the Nursery shall be entitled to a reasonable extension of the time for performing its obligations. If the period of delay or non-performance continues for four weeks, the Customer may terminate the Agreement by giving 14 days written notice to the Nursery.

22 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Nursery.

23 THIRD PARTY RIGHTS

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

24 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

25 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

26 NOTICES

Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Application Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

For notices relating to termination, cancellation, or changes under this Agreement, clause 17.10 shall apply.

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27 ENTIRE AGREEMENT

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either written or oral.

28 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

29. POLICIES & PROCEDURES

All of the Nursery Policies and Procedures are available for you to read. A copy is available in the Document section within your Family app. If you cannot locate them, please contact the Nursery Manager.

30. DATA PROTECTION

The Customer consents to us holding data relating to the Customer and the Child (including sensitive data relating to health, special needs, race and religion) to the extent necessary to enable the Nursery to care for the Child. Please refer to our General Data Protection Regulation (GDPR) Privacy Notice.

31. CHANGES

The Nursery reserves the right to amend these Terms and Conditions from time to time by providing Customers with one full calendar month's prior written notice.

Notice of any such amendments will be provided:

- In writing via email to the Customer's email address held on file, in accordance with clause 17.10; and
- By publishing the updated Terms and Conditions on the Nursery's website (www.littlelanenursery.com) and via the Family software.

If a Customer does not agree to the revised Terms and Conditions, they may terminate this Agreement by providing one full calendar month's written notice via email, in accordance with clause 17.10.

Notice given via the Family app, social media, text message, or verbally shall not constitute valid notice for the purposes of this Agreement.